

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JOSEPH LANDAU
on behalf of himself and
all other similarly situated consumers

Plaintiff,

-against-

FORSTER & GARBUS LLP

Defendant.

CLASS ACTION COMPLAINT

Introduction

1. Plaintiff Joseph Landau seeks redress for the illegal practices Forster & Garbus LLP concerning the collection of debts, in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (“FDCPA”).

Parties

2. Plaintiff is a citizen of the State of New York who resides within this District.
3. Plaintiff is a consumer as that term is defined by Section 1692(a)(3) of the FDCPA, in that the alleged debt that Defendant sought to collect from Plaintiff a consumer debt purportedly owed to American Express Bank, FSB.
4. Upon information and belief, Defendant’s principal place of business is located in Dallas, Texas.
5. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

6. Defendant is a “debt collector” as that term is defined by the FDCPA, 15 U.S.C. § 1692(a)(6).

Jurisdiction and Venue

7. This Court has federal question jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.
8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as the acts and transactions that give rise to this action occurred, in substantial part, in this district.

Allegations Particular to Joseph Landau

9. Upon information and belief, on a date better known by Defendant, Defendant began to attempt to collect an alleged consumer debt from the Plaintiff.
10. On or about June 23, 2010, the Plaintiff received a Summons, for a lawsuit filed against him by American Express Bank, in the Supreme Court of the State of New York, County of Sullivan.
11. Plaintiff did not reside, nor did he ever reside in Sullivan County at the time the lawsuit was filed.
12. Plaintiff provides as “Exhibit B,” an attachment of a series of utility statements, proving that the Plaintiff did not reside in Sullivan County at the time the lawsuit was commenced, but rather resided, and still resides in Kings County.
13. Defendant knew or should have known that Plaintiff’s residence did not create grounds for venue in the Supreme Court of the State of New York, County of Sullivan, as alleged in the Summons and the Formal Complaint.

Langendorfer v. Kaufman, 2011 WL 3682775 (S.D. Ohio Aug. 23, 2011). (A complaint alleging a § 1691i venue violation in the underlying collection litigation was not time-

barred, as the court adopted all three alternative bases advanced: the statute of limitations was triggered upon service of process and not the filing of the suit, the unlawful venue claim was subject to the continuing violation rule, and the discovery rule applied.), Canady v. Wisenbaker Law Offices, P.C., 372 F. Supp. 2d 1379 (N.D. Ga. 2005). (The court rejected as a matter of law the attorney collection firm's bona fide error defense since, once it had acquired actual knowledge from its process server that it had filed suit in an improper venue, it failed to follow its own internal procedures that required it to abandon the suit and instead intentionally continued to pursue the collection litigation, obtained a default, and pursued garnishment.)

14. Defendant's service of the said Summons and Complaint upon Plaintiff violates the FDCPA because this litigation was commenced in a jurisdiction other than a jurisdiction in which the Plaintiff resides, namely, the Supreme Court of the State of New York, County of Sullivan, and is therefore a communication in violation of numerous and multiple provisions of the FDCPA including but not limited to 15 U.S.C. §§ 1692e, 1692e(2), 1692e(5), 1692e(10), 1692f, and 1692i(a)(2).

AS AND FOR A FIRST CAUSE OF ACTION

Violations of the Fair Debt Collection Practices Act brought by Plaintiff on behalf of himself and the members of a class, as against the Defendant.

15. Plaintiff re-states, re-alleges, and incorporates herein by reference, paragraphs one (1) through fourteen (14) as if set forth fully in this cause of action.
16. This cause of action is brought on behalf of Plaintiff and the members of a class.
17. The class consists of all persons whom Defendant's records reflect resided in New York who received a communication from Defendant within one year prior to the date of the within complaint up to the date of the filing of the complaint; and the communication

was served in a jurisdiction other than a jurisdiction in which the Plaintiff resides, in violation of 15 U.S.C. §§ 1692e, 1692e(2), 1692e(5), 1692e(10), 1692f, and 1692i(a)(2).

18. Pursuant to Federal Rule of Civil Procedure 23, a class action is appropriate and preferable in this case because:

(a) Based on the fact that a form communication is at the heart of this litigation, the class is so numerous that joinder of all members is impracticable.

(b) There are questions of law and fact common to the class and these questions predominate over any question(s) affecting only individual class members. The principal question presented by this claim is whether the Defendant violated the FDCPA.

(c) The only individual issue involves the identification of the consumers who received such communications, (*i.e.* the class members). This is purely a matter capable of ministerial determination from the records of the Defendant.

(d) The claims of the Plaintiff are typical of those of the class members. All of the respective class claims are based on substantially similar facts and legal theories.

(e) The Plaintiff will fairly and adequately represent the class members' interests. The Plaintiff has retained counsel experienced in bringing class actions and collection abuse claims. The Plaintiff's interests are consistent with those of the members of the class.

19. A class action is superior for the fair and efficient adjudication of the class members' claims. Congress specifically envisions class actions as a principal means of enforcing the FDCPA. 15 U.S.C. § 1692(k). The members of the class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a class

action. Prosecution of separate actions by individual members of the classes would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interest of judicial economy.

20. If the facts are discovered to be appropriate, the Plaintiff will seek to certify a class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure.
21. Collection attempts, such as those made by the Defendant are to be evaluated by the objective standard of the hypothetical “least sophisticated consumer.”

Violations of the Fair Debt Collection Practices Act

22. The Defendant’s actions as set forth above in the within complaint violates the Fair Debt Collection Practices Act.
23. Because the Defendant violated the Fair Debt Collection Practices Act, the Plaintiff and the members of the class are entitled to damages in accordance with the Fair Debt Collection Practices Act.

WHEREFORE, Plaintiff, respectfully requests that this Court enter judgment in his favor and against the Defendant and award damages as follows:

- (a) Statutory and actual damages provided under the FDCPA, 15 U.S.C. § 1692(k);
- (b) Attorney fees, litigation expenses and costs incurred in bringing this action; and
- (c) Any other relief that this Court deems appropriate and just under the circumstances.

Dated: Cedarhurst, New York
March 9, 2015

/s/ Adam J. Fishbein
Adam J. Fishbein, P.C. (AF-9508)
Attorney At Law
Attorney for the Plaintiff
483 Chestnut Street
Cedarhurst, New York 11516
Telephone (516) 791-4400
Facsimile (516) 791-4411

Plaintiff requests trial by jury on all issues so triable.

/s/ Adam J. Fishbein
Adam J. Fishbein (AF-9508)

Exhibit A



SULLIVAN COUNTY – STATE OF NEW YORK
DANIEL L BRIGGS, COUNTY CLERK
100 NORTH STREET, MONTICELLO, NY 12701

COUNTY CLERK'S RECORDING PAGE
*****THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH*****



Recording:

Index Number - State	165.00
Index Number - County	25.00
Records Management Court	1.00
Records Management Court	4.75
Cultural Ed Court	14.25

RECEIPT NO. : 2010286627

Sub Total: 210.00

Clerk: KF
Case#: 2010-2096
Rec Date: 06/23/2010 09:08:19 AM
Doc Grp: CIV
Descrip: INDEX APPL
Num Pgs: 1
Rec'd Frm: RIGHT WAY PROCESSING

Total: 210.00

**** NOTICE: THIS IS NOT A BILL ****

Party1: AMERICAN EXPRESS BANK FSB
Party2: LANDAU JOSEPH

I hereby certify that the within and foregoing was
recorded in the Sullivan County Clerk's Office

A handwritten signature in cursive script that reads "Daniel L. Briggs".

Daniel L. Briggs
Sullivan County Clerk

Record and Return To:

THIS IS NOT AN INVOICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

INDEX # 2010-2096 5
SUMMONS

AMERICAN EXPRESS BANK, FSB

PLAINTIFF'S ADDRESS
PLAINTIFF, 200 VESEY ST FL 44
NEW YORK NY 10285

- AGAINST -

JOSEPH LANDAU

DEFENDANT'S ADDRESSES
1123 GLEN WILD RD

DEFENDANT(S). WOODRIDGE NY 12789

CONSUMER CREDIT TRANSACTION

THE BASIS OF THE VENUE IS:

A DEFENDANT RESIDES IN THE COUNTY OF SULLIVAN
THE TRANSACTION TOOK PLACE IN THE COUNTY OF SULLIVAN

TO THE ABOVE NAMED DEFENDANT(S): JOSEPH LANDAU

YOU ARE HEREBY SUMMONED TO ANSWER THE COMPLAINT IN THIS ACTION AND TO
SERVE A COPY OF YOUR ANSWER ON THE PLAINTIFF'S ATTORNEY(S) WITHIN
20 DAYS AFTER THE SERVICE OF THIS SUMMONS, EXCLUSIVE OF THE DAY OF
SERVICE (OR WITHIN 30 DAYS AFTER THE SERVICE IS COMPLETE IF THIS
SUMMONS IS NOT PERSONALLY DELIVERED TO YOU WITHIN THE STATE OF NEW YORK).

UPON YOUR FAILURE TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE
RELIEF DEMANDED IN THE COMPLAINT, TOGETHER WITH THE COSTS OF THIS ACTION.

DATED THE 14 DAY OF JUNE , 2010

FILE NO.
D74272188372001

FORSTER & GARBUS LLP
ATTORNEY(S) FOR PLAINTIFF
500 BI COUNTY BLVD
FARMINGDALE, NY 11735
(631) 393-9400

ORIG ACCT# END IN: 3016

NOTE: THE LAW PROVIDES THAT:

(A) IF THIS SUMMONS IS SERVED BY ITS DELIVERY TO YOU PERSONALLY WITHIN
THE COUNTY OF SULLIVAN YOU MUST APPEAR AND ANSWER WITHIN 20 DAYS AFTER
SUCH SERVICE: OR

(B) IF THIS SUMMONS IS SERVED BY DELIVERY TO ANY PERSON OTHER THAN YOU
PERSONALLY, OR IS SERVED OUTSIDE THE COUNTY OF SULLIVAN , OR BY PUBLI-
CATION, OR BY ANY MEANS OTHER THAN PERSONAL DELIVERY TO YOU WITHIN THE
COUNTY OF SULLIVAN YOU ARE ALLOWED 30 DAYS AFTER SERVICE IS COMPLETE
WITHIN WHICH TO APPEAR AND ANSWER.

DEFENDANT'S POB:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

2010-2096
FORMAL COMPLAINT

AMERICAN EXPRESS BANK, FSB

PLAINTIFF,

- AGAINST -

JOSEPH LANDAU

DEFENDANT(S).

PLAINTIFF, BY ITS ATTORNEY(S), COMPLAINING OF THE DEFENDANT(S), UPON INFORMATION AND BELIEF, ALLEGES:

1. THAT THE DEFENDANT(S) RESIDES IN THE COUNTY IN WHICH THIS ACTION IS BROUGHT; OR THAT THE DEFENDANT(S) TRANSACTED BUSINESS WITHIN THE COUNTY IN WHICH THIS ACTION IS BROUGHT IN PERSON OR THROUGH HIS AGENT AND THAT THE INSTANT CAUSE OF ACTION AROSE OUT OF SAID TRANSACTION
2. PLAINTIFF IS A NATIONAL BANKING ASSOCIATION.
3. ON INFORMATION AND BELIEF DEFENDANT IN PERSON OR BY AGENT MADE CREDIT CARD PURCHASES AND/OR TOOK MONEY ADVANCES UNDER A CREDIT AGREEMENT AT DEFENDANTS' REQUEST; A COPY OF WHICH AGREEMENT WAS FURNISHED TO DEFENDANT AT THE TIME THE ACCOUNT WAS OPENED.
4. THERE REMAINS AN AGREED BALANCE ON SAID ACCOUNT OF \$ 7,431.42
5. DEFENDANT(S) IS IN DEFAULT AND DEMAND FOR PAYMENT HAS BEEN MADE.

2ND CAUSE/ACTION: PLAINTIFF STATED AN ACCOUNT TO DEFENDANT WITHOUT OBJECTION THAT THERE IS NOW DUE PLAINTIFF FROM DEFENDANT(S) THE AMOUNT SET FORTH IN THE COMPLAINT, NO PART OF WHICH HAS BEEN PAID, ALTHOUGH DULY DEMANDED.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT AGAINST DEFENDANT(S) FOR THE SUM OF 7,431.42 WITH INTEREST THEREON FROM THE 6 DAY OF MAY, 2010, TOGETHER WITH THE COSTS AND DISBURSEMENTS OF THIS ACTION

WE ARE DEBT COLLECTORS; ANY INFORMATION OBTAINED WILL BE USED IN ATTEMPTING TO COLLECT THIS DEBT.

FORSTER & GARBUS LLP
ATTORNEY(S) FOR PLAINTIFF
500 BI COUNTY BLVD
FARMINGDALE, NY 11735

DATED: THE 14 DAY OF JUNE, 2010

GLENN S. GARBUS / JOEL D. LEIDERMAN

PURSUANT TO PART 130-1.1-a OF THE RULES OF THE CHIEF ADMINISTRATOR THIS SIGNATURE APPLIES TO THE ATTACHED SUMMONS AND COMPLAINT

AFFIDAVIT OF SERVICE

State of NEW YORK

County of SULLIVAN

Supreme Court

Index Number: 2010-2096

Date Filed: 6/23/2010

Plaintiff:

AMERICAN EXPRESS BANK, FSB

vs.

Defendant:

JOSEPH LANDAU

Received these papers to be served on **JOSEPH LANDAU, 1123 GLEN WILD RD, WOODRIDGE, NY 12789.**

I, Robert S. Trainor, being duly sworn, depose and say that on the **13th day of July, 2010 at 3:16 pm, I:**

served a **SUITABLE AGE PERSON** by delivering and leaving a true copy of the **Summons and Formal Complaint** with **JANE DOE, REFUSED NAME, CO-OCCUPANT**, at **1123 GLEN WILD RD, WOODRIDGE, NY 12789**, the said premises being the respondent's place of **Abode** within the State of New York. Deponent completed service by mailing a true copy of the **Summons and Formal Complaint** in a postpaid envelope addressed to: **1123 GLEN WILD RD, WOODRIDGE, NY 12789** and bearing the words "Personal & Confidential" by First Class Mail on **7/14/2010** and placed in an official depository of the U.S.P.S. in the State of New York.

Said documents were conformed with index number and date of filing endorsed thereon.

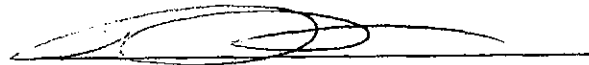
Military Status: Based upon inquiry of party served, Defendant is not in the military service of the United States of America.

Additional Information pertaining to this Service:

REF #: D74272188372001

Description of Person Served: Age: 40, Sex: F, Race/Skin Color: White, Height: 5'6", Weight: 160, Hair: Brown, Glasses: N

I certify that I am over the age of 18, and have no interest in the above action.



Robert S. Trainor
Process Server

Subscribed and Sworn to before me on the 15th day of July, 2010 by the affiant who is personally known to me.



Deborah A. Accardi
NOTARY PUBLIC, State of New York
No. 01AC6179310
Qualified in Dutchess County
Commission Expires, December 24, 2011

Our Job Serial Number: 2010004153
Ref: 209610

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

D74272188372001

373272188372001

AMERICAN EXPRESS BANK, FSB

INDEX NO.

PLAINTIFF,

- AGAINST -
JOSEPH LANDAU

AFFIDAVIT OF FACTS
CONSTITUTING THE
CLAIM THE DEFAULT
AND THE AMOUNT DUE

DEFENDANT.

STATE OF *NY*)
COUNTY OF *NY*) SS:

THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND SAYS:

1. DEPONENT IS AN AUTHORIZED AGENT/OFFICER/MEMBER OF PLAINTIFF HEREIN AND HAS PERSONAL KNOWLEDGE OF PLAINTIFF'S BOOKS & RECORDS OF THE ACCOUNT FOR DEFENDANT.
2. PLAINTIFF IS A NATIONAL BANKING ASSOCIATION.
3. ON INFORMATION AND BELIEF DEFENDANT IN PERSON OR BY AGENT MADE CREDIT CARD PURCHASES AND/OR TOOK MONEY ADVANCES UNDER A CREDIT AGREEMENT AT DEFENDANTS' REQUEST; A COPY OF WHICH AGREEMENT WAS FURNISHED TO DEFENDANT AT THE TIME THE ACCOUNT WAS OPENED.
4. THERE REMAINS AN AGREED BALANCE ON SAID ACCOUNT OF \$ 7,431.42.
5. DEFENDANT(S) IS IN DEFAULT AND DEMAND FOR PAYMENT HAS BEEN MADE.

PLAINTIFF HAS A GOOD AND MERITORIOUS CAUSE OF ACTION TO WHICH NO VALID DEFENSE OR COUNTERCLAIM EXISTS. THIS AFFIDAVIT IS BASED ON BOOKS AND RECORDS OF PLAINTIFF KEPT IN THE USUAL COURSE OF ITS BUSINESS AND UNDER MY SUPERVISION AND CONTROL.

WHEREFORE, DEPONENT DEMANDS JUDGMENT AGAINST THE ABOVE CAPTIONED DEFENDANT(S), FOR \$7,431.42 WITH INTEREST FROM 5/06/10 TOGETHER WITH THE COSTS AND DISBURSEMENTS OF THIS ACTION.

SWORN TO AND SIGNED BEFORE ME THIS
8 DAY OF *July*, 2010

[Signature]
NOTARY PUBLIC

VANESSA FELICE
NOTARY PUBLIC, State of New York
No. 01FE6202030
Qualified in Queens County
Commission Expires March 9, 2013

BY:

Jennifer Hartje
JENNIFER HARTJE

ASSISTANT CUSTODIAN

PRINT NAME RECORDS

FORSTER & GARBUS LLP ATTYS FOR PLTF
500 BI COUNTY BLVD, FARMINGDALE NY 11735
631-393-9400 06/14/10

AFFIDAVIT OF FACTS



Daniel L. Briggs, Sullivan County Clerk

2010-2096

09/28/2010 02:44:15 PM

Clerk: PQ

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

Index # 2096/10
Account# 373272188372001
Our Ref# D74272188372001

AMERICAN EXPRESS BANK, FSB

**NON-MILITARY
AFFIRMATION**

-against- Plaintiff,

JOSEPH LANDAU

Defendant.

JOEL D. LEIDERMAN, an attorney duly admitted to practice in the courts of this state, affirms the following to be true under penalties of perjury:

1. I am associated with FORSTER & GARBUS LLP, the attorneys for the plaintiff, and I am fully familiar with the facts set forth in this affirmation based upon my personal knowledge or review of the file maintained by our office with respect to this action.

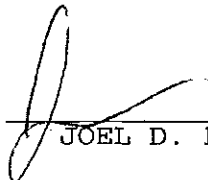
2. This affirmation is made pursuant to the United States Soldiers and Sailor's Relief Act of 1940, as amended, 50 U.S.C.A. App. Secs. 501 et. Seq. for the purpose of the entry of judgment against JOSEPH LANDAU

defendant(s) in the above entitled action

3. I provided the Department of Defense with the pertinent information about the defendant(s), such as date(s) of birth and/or social security number(s) which I know because that information was communicated to our office at the time this account was referred to our office. I requested that a military investigation be conducted.

4. Based upon the response I received from the Department of Defense Manpower Data Center dated 08/30/10 I am convinced that the defendant(s) is not in any branch of the United States military.

Dated: Farmingdale, New York
08/30/10



JOEL D. LEIDERMAN

Forster & Garbus LLP
500 Bi-County Blvd, Farmingdale, NY 11735
(631) 393-9400 08/30/10

NON-MILITARY AFFIRMATION



2010-2096

09/28/2010 02:44:15 PM

Daniel L. Briggs, Sullivan County Clerk

Clerk: PQ

Request for Military Status

Page 1 of 2

Department of Defense Manpower Data Center

Aug-30-2010 06:43:51



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
LANDAU	JOSEPH	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for

Request for Military Status

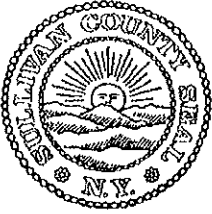
Page 2 of 2

purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:FCRNRD9RLB



SULLIVAN COUNTY – STATE OF NEW YORK
DANIEL L BRIGGS, COUNTY CLERK
100 NORTH STREET, MONTICELLO, NY 12701

COUNTY CLERK'S RECORDING PAGE

*****THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH*****



Recording:

Misc Judgment 45.00

Sub Total: 45.00

Total: 45.00

**** NOTICE: THIS IS NOT A BILL ****

RECEIPT NO. : 2010298101

Clerk: PQ
Instr #: 2010-5604
Rec Date: 09/28/2010 02:52:45 PM
Doc Grp: J
Descrip: JUDG
Num Pgs: 2
Rec'd Frm: FORSTER & GARBUS, LLP

Party1: AMERICAN EXPRESS BANK FSB
Party2: LANDAU JOSEPH

Record and Return To:

I hereby certify that the within and foregoing was
recorded in the Sullivan County Clerk's Office

A handwritten signature in cursive script that reads "Daniel L. Briggs".

Daniel L. Briggs
Sullivan County Clerk

*****THIS IS NOT AN INVOICE*****

INDEX NO. 2096/10
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

AMERICAN EXPRESS BANK, FSB

PLAINTIFFS,

AGAINST

JOSEPH LANDAU

DEFENDANTS.
D74272188372001

JUDGMENT ON DEFAULT *

AMOUNT CLAIMED IN COMPLAINT	\$	7,431.42
LESS PMTS THRU	\$.00
BALANCE OF CLAIM AMOUNT DUE	\$	7,431.42
INTEREST WAIVED	\$.00
ATTORNEYS FEES WAIVED	\$.00
	\$	7,431.42
COSTS BY STATUTE		200.00
SERVICE OF SUMMONS & COMP		30.00
FILING OF SUMMONS & COMP		210.00
MOTION FEE		45.00
PROSPECTIVE EXECUTION FEE		40.00
FILING OF JUDGMENT		
REQ JUD INT		
SATISFACTION PIECE		
SUBTOTAL		525.00
TOTAL	\$	7,956.42
* PURSUANT TO FDCPA, PLEASE TAKE	*	
* NOTICE THAT FORSTER & GARBUS LLP	*	
* IS A DEBT COLLECTOR.	*	

JUDGMENT ENTERED ON: September 28th, 2010

JUDGMENT IS RENDERED IN FAVOR OF THE
PLAINTIFF

AMERICAN EXPRESS BANK, FSB

200 VESEY ST FL 44 NEW YORK NY 10285

AND AGAINST THE FOLLOWING DEFENDANT(S)
JOSEPH LANDAU
1123 GLEN WILD RD
WOODRIDGE NY 12789

AS HEREIN ABOVE COMPUTED IN THE SUM
OF \$ 7,956.42
AND IT IS ADJUDGED THAT THE PLAINTIFF
HAS EXECUTION THEREFORE.

CLERK

STATE OF NY, COUNTY OF SUFFOLK SS:
JOEL D. LEIDERMAN AFFIRMS TRUE UN-
DER PENALTY OF PERJURY: HE IS ASSOC
WITH PLAINTIFF'S ATTY, ADMITTED TO
PRACTICE IN NY; DISBURSEMENTS SPECI-
FIED HEREIN, HAVE BEEN OR WILL
NECESSARILY BE MADE OR INCURRED, ARE
REASONABLE IN AMOUNT; SERVICE OF
SUMMONS/VERIFIED COMPLAINT HAS BEEN
MADE UPON DEFENDANT BY PERSONAL/SUB
SERVICE AS APPEARS BY AFFIDAVIT
OR ACKNOWLEDGEMENT OF SERVICE. THE
TIME OF DEFENDANT/S TO APPEAR
OR ANSWER HAS EXPIRED AND THE DE-
FENDANT/S HAVE NOT APPEARED OR AN-
SWERED. THIS AFFIRMATION IS MADE IN
COMPLIANCE WITH 50 USCS APPX SECS
501 ET SEQ AND N.Y.M.L. 300-328.
THE DEFENDANT IS NOT AT THE
PRESENT TIME IN THE MILITARY OR
NAVAL SERVICE OF THE USA OR OF
ANY ALLIED NATION OF THE USA AS
SUCH TERM IS DEFINED BY THE ACTS OF
CONGRESS. I BASE SUCH STATEMENTS
ABOVE UPON THE FACTS STATED IN THE
ATTACHED DOD MANPOWER DATA REPORT.
AFFIRMANT GAVE ADDITIONAL
NOTICE OF THIS ACTION TO DEFENDANTS
BY MAILING A COPY OF THE SUMMONS
IN FIRST CLASS POSTAGE PAID
ENVELOPES MARKED "PERSONAL AND
CONFIDENTIAL" WITH NO INDICATION
THAT IT WAS FROM AN ATTORNEY OR
CONCERNED AN ALLEGED DEBT
ON 7/26/10
BY DELIVERING IT TO AN EMPLOYEE OF
THE USPS AT OUR OFFICES (USPS
DOMESTIC MAIL MANUAL SEC. 507
SUB 6.0 ET. SEQ.)
THE ENVELOPES WERE ADDRESSED TO

JOSEPH LANDAU

THE DEFENDANT/S AT
1123 GLEN WILD RD
WOODRIDGE NY 12789

THIS BEING THE LAST KNOWN RESIDENCE
OF THE DEFENDANT/S.

MORE THAN 20 DAYS HAVE ELAPSED
SINCE THEN, AND THE SUMMONS SO
MAILED HAS NOT BEEN RETURNED BY THE
USPO AS UNDELIVERABLE.

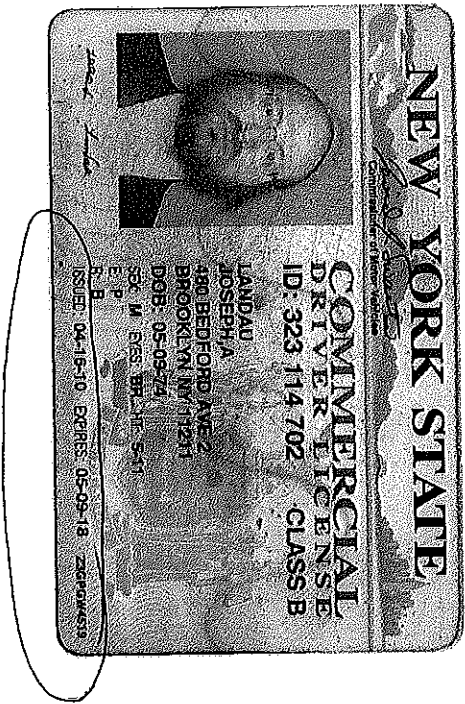
I AFFIRM THE SUMMONS AND COMPLAINT
AND AFFIDAVIT (OR ACKNOWLEDGMENT)
HAVE BEEN FILED IN THIS COURT UNDER
THE ABOVE INDEX #.

DATED: 8/26/10

JOEL D. LEIDERMAN

FORSTER & GARBUS LLP, ATTYS FOR PLTF
500 BI CNTY BLV, FRMNGDL NY 631-393-9400

Exhibit B





Statement of Account for:
Joseph Landau
480 Bedford Ave, 2FL
Brooklyn, NY 11249

Account Number:
62-2313-0540-0102-4

12/20/12

Rate EL1 - Residential						METER No. 6376805 Multiplier: 1		PAYMENTS	
								Security Deposit:	\$0.00
Date	Rdg Type	Days	Rdg	KWH Usage	Amount	Date	Amount		
12/03/10	ACT	32	27732	693	\$164.57	12/15/10	\$450.00		
11/01/10	ACT	31	27039	664	\$147.32	09/22/10	\$265.00		
10/01/10	ACT	30	26375	1407	\$305.17	07/27/10	\$260.00		
09/01/10	ACT	29	24968	577	\$129.13	07/02/10	\$117.00		
08/03/10	ACT	32	24391	473	\$129.66	04/13/10	\$300.00		
07/02/10	ACT	29	23918	1001	\$258.27	01/13/10	\$1,000.00		
06/03/10	ACT	30	22917	712	\$191.49	01/11/10	\$160.00		
05/04/10	ACT	28	22205	698	\$188.77				
04/06/10	ACT	29	21507	654	\$149.27				
03/08/10	ACT	32	20853	688	\$144.06				
02/04/10	ACT	62	20165	612	\$137.85				
01/05/10	ACT		19553	750	\$159.29				
12/04/09			18803						

**Summary Balance
brought forward**

12/31/09 \$605.28

Charges

Electric Bills Prepared \$2,104.85
Transfer Charges \$0.00
Debit Adjustments \$0.00
Late Payment Charges \$12.86

**Total Charges
Total Debits**

**\$2,117.71
\$2,722.99**

Credits

Payments \$2,552.00
Transfer Credits \$0.00
Credit Adjustments \$5.86
Late Payment Credits \$0.00

Total Credits

\$2,557.86

Balance Due Customer

\$165.13



JPMorgan Chase Bank, N.A.
P O Box 260180
Baton Rouge, LA 70826-0180

June 11, 2010 through July 13, 2010

Primary Account: 000004111068724

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Hearing Impaired: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679



00007049 DRE 802 210 19510 - NNNNN 1 000000000 28 0000
JOSEPH A LANDAU
OR LIBA LANDAU
480 BEDFORD AVE
BROOKLYN NY 11211-6623

Important information about your Deposit Account Agreement

We are improving the way we handle Overdraft Protection Transfers. If you have Overdraft Protection, the following are changes to the "Overdraft Protection Services" section of your Deposit Account Agreement, effective July 19, 2010. We will replace the "Maximum Overdraft Protection Amount" paragraph with the following:

"4. Maximum Overdraft Protection Amount: The amount of a Transfer will not exceed the amount available in the Funding Account. (The Funding Account is the savings account, credit card account, or other line of credit account linked to your checking account for Overdraft Protection.) If the amount available is insufficient to pay all checks and other customer initiated transactions, plus the Transfer Fee, in multiples of \$50.00, then we will initiate a Transfer in the amount necessary to pay one or more transactions, plus the Transfer Fee. If the amount available is sufficient to pay one or more transactions, but not the Transfer Fee, we will initiate a Transfer in the amount necessary to pay the transaction or transactions only. We will, however, charge the Transfer Fee against the account, causing the account to be overdrawn. Any checks or other customer initiated transactions that are not paid by the Transfer will either be paid or returned, and Insufficient Funds Fees or Returned Item Fees charged, in the same way as if you did not have Overdraft Protection."

As a reminder, we do not charge an Overdraft Protection Transfer Fee if your ending account balance, before any Overdraft Protection Transfers are made, is overdrawn \$5 or less. The Overdraft Protection Transfer Fee is waived for Chase Premier Platinum Checking^(SM) and Chase Premier Platinum Asset Management^(SM) accounts.

All other terms and conditions of your Deposit Account Agreement remain the same. If you have questions, please call us at 1-800-935-9935.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Checking	000004111068724	\$7.56	\$88.56
Chase Premier Checking	000000808590525	4.18	104.18
Total		\$11.74	\$192.74
TOTAL ASSETS		\$11.74	\$192.74



June 11, 2010 through July 13, 2010
Primary Account: 000004111068724

BALANCING YOUR CHECKBOOK

Note: Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. Write in the Ending Balance shown on this statement: **Step 1 Balance:** \$ _____

2. List and total all deposits & additions not shown on this statement:

Date	Amount	Date	Amount	Date	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Step 2 Total: \$ _____

3. Add Step 2 Total to Step 1 Balance.

Step 3 Total: \$ _____

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.

Check Number or Date	Amount	Check Number or Date	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Step 4 Total: -\$ _____

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: \$ _____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



June 11, 2010 through July 13, 2010
 Primary Account: 000004111068724

CONSOLIDATED BALANCE SUMMARY *(continued)*
CREDIT CARDS, LOANS & LINES OF CREDIT

	ACCOUNT	AVAILABLE CREDIT	BALANCE
Credit Cards			
Overdraft Protection Line of Credit	*****1928	\$339.04	\$1,660.96
Total		\$339.04	\$1,660.96

TOTAL CREDIT CARDS, LOANS & LINES OF CREDIT

\$339.04 \$1,660.96

All Summary Balances shown are as of July 13, 2010 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.





June 11, 2010 through July 13, 2010
Primary Account: 000004111068724

CHASE PREMIER CHECKING

JOSEPH A LANDAU
OR LIBA LANDAU

Account Number: 000004111068724

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$7.56
Deposits and Additions	300.00
Electronic Withdrawals	- 219.00
Ending Balance	\$88.56
Annual Percentage Yield Earned This Period	0.00%

This message confirms your enrollment in the Classic Benefits Package.

Good news. Your Chase Premier Checking monthly service fee was waived because you kept an average combined balance of \$15,000 in qualifying checking, savings, credit, securities and mortgage loan accounts during the statement period.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
06/29	ATM Check Deposit	\$300.00
Total Deposits and Additions		\$300.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	PPD ID	AMOUNT
07/01	54000 Tfic Payment	PPD ID: 1222824743	\$209.00
07/02	Nase Nase Dues	PPD ID: 1751875027	10.00
Total Electronic Withdrawals			\$219.00



June 11, 2010 through July 13, 2010
 Primary Account: 000004111068724

CHASE PREMIER CHECKING

JOSEPH A LANDAU

Account Number: 000000808590525

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$4.18
Deposits and Additions	100.00
Ending Balance	\$104.18

Annual Percentage Yield Earned This Period 0.00%

The monthly service fee for this account was waived as an added feature of Chase Premier Checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
07/12	ATM Cash Deposit	\$100.00
Total Deposits and Additions		\$100.00





June 11, 2010 through July 13, 2010
Primary Account: **000004111068724**

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JPMorgan Chase Bank, N.A.
P O Box 260180
Baton Rouge, LA 70826-0180

July 14, 2010 through August 11, 2010

Primary Account: 000004111068724

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Hearing Impaired: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679

00009029 DRE 802 210 22410 - NNNNN 1 000000000 28 0000
JOSEPH A LANDAU
OR LIBA LANDAU
480 BEDFORD AVE
BROOKLYN NY 11211-6623



CONSOLIDATED BALANCE SUMMARY

ASSETS

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Checking & Savings			
Chase Premier Checking	000004111068724	\$88.56	\$49.56
Chase Premier Checking	000000808590525	104.18	104.18
Total		\$192.74	\$153.74
TOTAL ASSETS		\$192.74	\$153.74

CREDIT CARDS, LOANS & LINES OF CREDIT

	ACCOUNT	AVAILABLE CREDIT	BALANCE
Credit Cards			
Overdraft Protection Line of Credit	*****1928	\$339.04	\$1,660.96
Total		\$339.04	\$1,660.96
TOTAL CREDIT CARDS, LOANS & LINES OF CREDIT		\$339.04	\$1,660.96

All Summary Balances shown are as of August 11, 2010 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



July 14, 2010 through August 11, 2010
Primary Account: 000004111068724

BALANCING YOUR CHECKBOOK

Note: Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. Write in the Ending Balance shown on this statement: **Step 1 Balance:** \$ _____

2. List and total all deposits & additions not shown on this statement:

Date	Amount	Date	Amount	Date	Amount

Step 2 Total: \$ _____

3. Add Step 2 Total to Step 1 Balance.

Step 3 Total: \$ _____

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.

Check Number or Date	Amount	Check Number or Date	Amount

Step 4 Total: -\$ _____

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: \$ _____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



July 14, 2010 through August 11, 2010
Primary Account: 000004111068724

CHASE PREMIER CHECKING

JOSEPH A LANDAU
OR LIBA LANDAU

Account Number: 000004111068724



CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$88.56
Deposits and Additions	180.00
Electronic Withdrawals	- 219.00
Ending Balance	\$49.56
Annual Percentage Yield Earned This Period	0.00%

This message confirms your enrollment in the Classic Benefits Package.

Good news. Your Chase Premier Checking monthly service fee was waived because you kept an average combined balance of \$15,000 in qualifying checking, savings, credit, securities and mortgage loan accounts during the statement period.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
07/26	Online Transfer From Chk Xxxxx2548 Transaction#: 433017546	\$180.00
Total Deposits and Additions		\$180.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	PPD ID	AMOUNT
08/02	54000 Tfic Payment	1222824743	\$209.00
08/03	Nase Nase Dues	1751875027	10.00
Total Electronic Withdrawals			\$219.00



July 14, 2010 through August 11, 2010
Primary Account: 000004111068724

CHASE PREMIER CHECKING

JOSEPH A LANDAU

Account Number: 000000808590525

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$104.18
Ending Balance	\$104.18
Annual Percentage Yield Earned This Period	0.00%

The monthly service fee for this account was waived as an added feature of Chase Premier Checking account.



July 14, 2010 through August 11, 2010
Primary Account: 000004111068724

Point. Shoot. Deposit.

Now depositing checks is even easier than before with Chase QuickDepositSM. Just snap a picture of the front and back of your endorsed check using the free Chase MobileSM app on your iPhone[®] and hit send. It's fast, easy and best of all – it's free for eligible Chase checking customers.

Deposit faster with iPhone – anytime - anywhere

Safe and secure – Get immediate confirmation that your images have successfully uploaded.

Save time – Save yourself a trip and skip the deposit slip

It's free – Download the Chase Mobile app from the App Store and use it for free. (Check your mobile carrier's agreement for any data transfer fees that may apply)

To learn more about QuickDeposit visit chase.com/QuickDeposit.

Must download Chase Mobile App from the App StoreSM and enroll in Chase OnlineSM. Requires iPhone[®] 3 or higher. App Store and iPhone are trademarks of Apple, Inc. Message and data rates from your wireless provider may apply. Subject to eligibility and further review. Deposits are subject to verification and not available for immediate withdrawal. Deposit limits and other restrictions apply.





July 14, 2010 through August 11, 2010
Primary Account: **000004111068724**

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Billing Date: 06/10/10 Page 3
 Telephone Number: 718 486 5131
 Account: 718 486 5131 929 22 5

New Charges: Jun 10 - Jul 9

Voice Services

1 Directory Assistance Calls	\$1.50
In State	
Requests: 1 at \$1.50	
2 Pay-Per-Use Services*	.75
3 Monthly Charge for Dial Tone	.00
4 Verizon Freedom Essentials	44.99
5 Anonymous Call Rejection	.00
6 Three-Way Calling	5.75
7 Inside Wire Maintenance	6.99
8 Network Interface	.00
9 Maintenance Plan Freedom Credit	-1.00
10 VLD Itemized Calls	.67
11 VLD Federal Universal Service	.73
12 VLD International Choice Plan with City Rates	4.99
Total Voice Services	\$65.37

Specials and Promotions

13 Dwnstate FR Essentials PR thru Feb 10, 2011 (\$10.00 off Local)	- \$10.00
Total Specials and Promotions	- \$10.00

Taxes, Fees & Other Verizon Charges

Voice	
14 Federal Tax	\$.48
15 NY State/Local Sales Tax	5.25
16 911 Surcharge	1.00
17 Federal USF Surcharge	.98
18 USF - Long Distance	2.30
19 Surcharge(s)	2.81
20 FCC Line Charge	6.41
21 VLD NY Gross Receipts Tax Surcharge	.15
22 VLD NY Metropolitan Transit Auth. Surcharge	.03
Total Taxes, Fees & Other Verizon Charges	\$19.41
Total New Charges	\$74.78

Questions?

Visit verizon.com
 or call 1-800-VERIZON (1-800-837-4966)

Verizon Freedom Essentials

Price shown includes \$17.95
 for long distance.



Billing Date: 06/10/10 Page 5
Telephone Number: 718 486 5131
Account: 718 486 5131 929 22 5

**For Your
Information**
continued



Billing Date: 06/10/10 Page 1
Telephone Number: 718 486 5131
Account: 718 486 5131 929 22 5

JOSEPH LANDAU

Account Summary

Previous Charges	\$ -102.76
Payment Received	.00
Credit Balance	\$ -102.76
New Charges	
Voice Services	65.37
Specials and Promotions	- 10.00
Taxes, Fees & Other Verizon Charges	19.41
Total New Charges Due Jul 6	\$74.78
Total Due	\$ -27.98

These monthly charges are for your service from June 10 to July 9.

\$\$\$

Check Out Our New Bundles!

Call 1-888-226-8139 to find out about new bundles and features for Verizon customers. Make sure you are getting the best value for your TV, Internet and Phone services. We can help you choose the combination of services that's right for your needs.



Calling Beyond Borders?

Call 1-866-614-3974 for the Verizon World Plan 300. Get 300 minutes for \$14.99/mo. & call wireline or wireless phones in over 100 countries! Or, ask about the Verizon World Plan 500 or Unlimited plans. Terms, restrictions & premium surcharges may apply.

1-866-VZ-MOVES

MOVING? Call 1-866-VZMOVES

Before you move, call Verizon so we can set up your TV, Internet and phone in your new home, hassle-free and often on the same day. Plus, ask about our great new money saving bundle offers. Don't wait. Call ahead! 1-866-VZMOVES. Service availability varies.

Questions about your bill?

Visit verizon.com or call 1-800-VERIZON (1-800-837-4966)



Account: 718 486 5131 929 22 5

New Charges Due: Jul 6, 2010

Total Due \$ -27.98

061010

00000384 01 MB 0.404 08500182 0003 XX
LANDAU JOSEPH
480 BEDFORD AVE APT 2
BROOKLYN NY 11249-6623



VERIZON
PO BOX 1100
ALBANY NY 12250-0001



020071848651319290221102 1019600000102761000000279817



Billing Date: 07/10/10 Page 1
 Telephone Number: 718 486 5131
 Account: 718 486 5131 929 22 5

JOSEPH LANDAU

Account Summary

Previous Charges	\$ -27.98
Payment Received	.00
Credit Balance	\$ -27.98
New Charges	
Voice Services	63.47
Specials and Promotions	-11.00
Taxes, Fees & Other Verizon Charges	18.80
Total New Charges Due Aug 4	\$71.27
Total Due	\$43.29

These monthly charges are for your service from July 10 to August 9.



Save On Int'l Calls

Verizon World Plan 300 offers 300 mins. for \$14.99/mo. to call wireline or wireless phones in 100+ countries or int'l. destinations.

Call 1-888-647-8090 to order or ask about our Verizon World Plan 500 & our Unlimited plans. Terms, restrict. and premium surcharges may apply.



Getting The Best Value?

Find out about our new bundles and features by calling 1-888-505-1566. We'll help you find new ways to save on TV, Internet and Phone services. Call today & choose from a wide combination of services that best fit your needs and budget.

1-866-VZ-MOVES

MOVING? Call 1-866-VZMOVES

Before you move, call Verizon so we can set up your TV, Internet and Phone for your new home, before you even unlock the door. Plus, ask about our great new money saving bundle offers. Don't wait. Call ahead! 1-866-VZMOVES.

Service availability varies.

Questions about your bill?

Visit verizon.com or call 1-800-VERIZON (1-800-837-4966)

▼ Detach & return remit slip with your payment to Verizon.

Account: 718 486 5131 929 22 5

New Charges Due: Aug 4, 2010

Total Due \$43.29

071010

Amount Paid:

\$



00000385 01 MB 0.404 08500182 0003 XX
 LANDAU JOSEPH
 480 BEDFORD AVE APT 2
 BROOKLYN NY 11249-6623



VERIZON
 PO BOX 1100
 ALBANY NY 12250-0001



020071848651319290221102 1022500000027981000000432903



Billing Date: 07/10/10 Page 3
 Telephone Number: 718 486 5131
 Account: 718 486 5131 929 22 5

New Charges: Jul 10 - Aug 9

Voice Services

1 Monthly Charge for Dial Tone	\$.00
2 Verizon Freedom Essentials	44.99
3 Anonymous Call Rejection	.00
4 Three-Way Calling	5.75
5 Inside Wire Maintenance	6.99
6 Network Interface	.00
7 VLD Itemized Calls	.16
8 VLD Federal Universal Service	.59
9 VLD International Choice Plan with City Rates	4.99
Total Voice Services	\$83.47

Specials and Promotions

10 Maintenance Plan Freedom Credit (\$1.00 off Local)	- \$1.00
11 Dwnstate FR Essentials PR thru Feb 10, 2011 (\$10.00 off Local)	- 10.00
Total Specials and Promotions	- \$11.00

Taxes, Fees & Other Verizon Charges

Voice	
12 Federal Tax	\$.41
13 NY State/Local Sales Tax	5.02
14 911 Surcharge	1.00
15 Federal USF Surcharge	.84
16 USF - Long Distance	2.30
17 Surcharge(s)	2.69
18 FCC Line Charge	6.38
19 VLD NY Gross Receipts Tax Surcharge	.13
20 VLD NY Metropolitan Transit Auth. Surcharge	.03
Total Taxes, Fees & Other Verizon Charges	\$18.80
Total New Charges	\$71.27

Questions?

Visit verizon.com
 or call 1-800-VERIZON (1-800-837-4966)



Billing Date: 07/10/10 Page 5
 Telephone Number: 718 486 5131
 Account: 718 486 5131 929 22 5

Restatement of Charges:

Charge Type	New Charges
Basic	- \$2.09
Regional Calls	\$.00
Non-Basic	\$67.46
All Other	\$5.90
Total	\$71.27

Basic includes local telephone service, associated order and installation charges, subscriber line charge, non-published service and applicable tax and fees.

Regional Calls include Intralata toll and Inter-regional calling, Directory Assistance and applicable tax and fees.

Non-Basic includes, but is not limited to, Caller ID Freedom and Local packages, Home Voice Mail, Inside Wire Maintenance plans and applicable tax and fees.

All Other includes long distance services, services provided by other companies, and applicable tax and fees.

Questions?

Visit verizon.com
 or call 1-800-VERIZON (1-800-837-4966)

Restatement of Charges

The Restatement of Charges chart displays your charges by category. If you do not pay your bill in full each month, your payment will be applied to your account as follows: Basic, Regional Calls, Non-Basic, and All Other. This payment order helps you to maintain your basic local service if you cannot pay your bill in full.



Billing Date: 08/10/10 Page 1
 Telephone Number: 718 486 5131
 Account: 718 486 5131 929 22 5

JOSEPH LANDAU

Account Summary

Previous Charges	\$43.29
Payment Received Jul 27. Thank You.	- 125.00
Credit Balance	\$ -81.71
New Charges	
Voice Services	64.79
Specials and Promotions	- 11.00
Change in Service and Partial Month	.45
Taxes, Fees & Other Verizon Charges	18.59
Total New Charges Due Sep 7	\$72.83
Total Due	\$ -8.88

These monthly charges are for your service from August 10 to September 9.



Int'l Calls About 5¢/Minute!

Get 300 mins. to call 100+ countries & Int'l destinations, ONLY \$14.99/mo. with Verizon World Plan 300. That's about 5 cents a minute! Call 1-888-649-8090 to order. Ask about the Verizon World Plan 500 & Unlimited plans. Terms, restrictions & premium surcharges may apply.



Get More For Your Money!

Find out about our new bundles and features by calling 1-888-505-1568! We'll help you find new ways to save on TV, Internet and Phone services. Call today and choose from a wide variety of options that best fit your needs and budget.

1-866-VZ-MOVES

MOVING? Call 1-866-VZMOVES

Before you move, call Verizon so we can set up your TV, Internet and Phone for your new home, before you even unlock the door. Plus, ask about our great new money saving bundle offers. Don't wait. Call ahead! 1-866-VZMOVES.

Service availability varies.

Questions about your bill?

Visit verizon.com or call 1-800-VERIZON (1-800-837-4966)

Account: 718 486 5131 929 22 5

New Charges Due: Sep 7, 2010

Total Due \$ -8.88

081010



00000075 01 SP 0.450 08500201 0003 XX
 LANDAU JOSEPH
 480 BEDFORD AVE APT 2
 BROOKLYN NY 11249-6623



VERIZON
 PO BOX 1100
 ALBANY NY 12250-0001



020071848651319290221102 1025900000081711000000088815



Billing Date: 08/10/10 Page 3
 Telephone Number: 718 486 5131
 Account: 718 486 5131 929 22 5

New Charges: Aug 10 - Sep 9

Voice Services

1 Monthly Charge for Dial Tone	\$.00
2 Verizon Freedom Essentials	44.99
3 Anonymous Call Rejection	.00
4 Three-Way Calling	6.25
5 Inside Wire Maintenance	7.99
6 Network Interface	.00
7 VLD Federal Universal Service	.57
8 VLD International Choice Plan with City Rates	4.99
Total Voice Services	\$64.79

Specials and Promotions

9 Maintenance Plan Freedom Credit (\$1.00 off Local)	- \$1.00
10 Dwnstate FR Essentials PR thru Feb 10, 2011 (\$10.00 off Local)	- 10.00
Total Specials and Promotions	- \$11.00

Change in Service and Partial Month

11 Three-Way Calling Aug 1 - Aug 9	\$.15
12 Inside Wire Maintenance Aug 1 - Aug 9	.30
Total Change in Service and Partial Month	\$.45

Taxes, Fees & Other Verizon Charges

Voice	-
13 Federal Tax	\$.44
14 NY State/Local Sales Tax	5.22
15 911 Surcharge	1.00
16 Federal USF Surcharge	.87
17 USF - Long Distance	1.70
18 Surcharge(s)	2.81
19 FCC Line Charge	6.39
20 VLD NY Gross Receipts Tax Surcharge	.13
21 VLD NY Metropolitan Transit Auth. Surcharge	.03
Total Taxes, Fees & Other Verizon Charges	\$18.59
Total New Charges	\$72.83

Questions?

Visit verizon.com
 or call 1-800-VERIZON (1-800-837-4966)

Change in Service and Partial Month

Includes all partial month charges and credits including those for promotions and bundles as well as activation and installation charges. Bill cycles vary by product. See explanation under Bill Cycle Dates on page two.

**For Your
Information**



Billing Date: 08/10/10 Page 5
 Telephone Number: 718 486 5131
 Account: 718 486 5131 929 22 5

For Your Information

continued

For Verizon World Plan, these rate changes will only apply to minutes which are over the included plan minutes. Verizon Long Distance offers a variety of calling plans to meet your needs. Visit verizon.com or call us at 1-800-VERIZON for more information.

Restatement of Charges:

Charge Type	New Charges
Basic	- \$2.04
Regional Calls	\$.00
Non-Basic	\$69.15
All Other	\$5.72
Total	\$72.83

Basic includes local telephone service, associated order and installation charges, subscriber line charge, non-published service and applicable tax and fees.

Regional Calls include Intralata toll and Inter-regional calling, Directory Assistance and applicable tax and fees.

Non-Basic includes, but is not limited to, Caller ID Freedom and Local packages, Home Voice Mail, Inside Wire Maintenance plans and applicable tax and fees.

All Other includes long distance services, services provided by other companies, and applicable tax and fees.

Questions?

Visit verizon.com
 or call 1-800-VERIZON (1-800-837-4966)

Restatement of Charges

The Restatement of Charges chart displays your charges by category. If you do not pay your bill in full each month, your payment will be applied to your account as follows: Basic, Regional Calls, Non-Basic, and All Other. This payment order helps you to maintain your basic local service if you cannot pay your bill in full.